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*Attorneys for Energy Group*

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

ANDREW PERRONG and JAMES EVERETT  
SHELTON, individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

SPERIAN ENERGY CORP., a Nevada corporation,  
ENERGY GROUP CONSULTANTS, INC., a Kansas  
Corporation, and BAETYL GROUP LLC, a Texas  
limited liability company,

Defendants

CASE NO.: 2:19-cv-00115-RFB-EJY

**ENERGY GROUP  
CONSULTANTS, INC.'S  
INDIVIDUAL STATUS REPORT**

TOMORROW ENERGY CORP fka SPERIAN  
ENERGY CORP, a Nevada corporation,

Cross-Claimant and Third-Party  
Plaintiff,

v.

BAETYL GROUP LLC, a Texas limited liability  
company,

Cross-Defendant, and

KEVIN SANGUDI, an individual,

Third-Party Defendant.

Related cross-complaints and third-party complaints.

**ENERGY GROUP CONSULTANTS, INC.'S INDIVIDUAL STATUS REPORT**

Defendant ENERGY GROUP CONSULTANTS, INC. ("EGC"), by and through its undersigned counsel of record, hereby submits its individual Status Report.

**A. RECENT PROCEDURAL HISTORY**

The law firm of ALVERSON TAYLOR & SANDERS substituted in as counsel of record for Defendant EGC on November 1, 2019. Counsel for EGC received previous counsel's litigation file in this matter on November 5, 2019. Counsel is currently reviewing what discovery has been conducted and what discovery is still needed.

**B. STATUS OF DISCOVERY**

Discovery has been ongoing for several months. Sperian has issued discovery requests to EGC. On November 4, 2019, EGC filed an Emergency Motion to Enlarge the Time for EGC to adequately respond to the discovery until November 18, 2019. The request for extension was requested in good faith and not for the purposes of delay and primarily in order to give substituted counsel an opportunity to review the parties' initial and supplemental disclosures and any prior discovery.

**C. AREAS OF DISCOVERY**

EGC does not object to Sperian's proposed phased discovery plan. Furthermore, EGC joins in Sperian's proposed discovery plan for Phase I and Phase II discovery, and, if discovery is not bifurcated, EGC joins in Sperian's proposed non-phased discovery plan.

**D. ELECTRONICALLY STORED INFORMATION AND ELECTRONIC EVIDENCE**

The parties have discussed the disclosure and preservation of electronically stored information, including but not limited to the form in which such data shall be produced, search terms to be applied in connection with the retrieval and production of such data where appropriate, the location and format of electronically stored information, appropriate steps to preserve electronically

1 stored information, and the allocation of costs of assembling and producing such information. The  
2 parties expect much discovery will be in electronic form and agree to meet and confer regarding the  
3 form(s) in which electronic discovery should be produced or otherwise made available. To the extent  
4 any issues regarding the format for electronic discovery arise, EGC will confer in good faith before  
5 bringing them to the attention of the Court.  
6

7 **E. ALTERNATIVE DISPUTE RESOLUTION**

8 The parties have met and conferred about the possibility of using alternative dispute  
9 resolution processes including mediation, arbitration, and if applicable, early neutral evaluation EGC  
10 is amenable to early settlement discussions.  
11

12 **F. ALTERNATIVE FORMS OF CASE DISPOSITION**

13 The parties have considered consent to trial by a magistrate judge under 28 U.S.C. § 636(c),  
14 Rule 73 of the Federal Rules of Civil Procedure, and the use of the Short Trial Program (General  
15 Order 2013-01). EGC does not consent at this time.  
16

17 **G. CLAWBACK**

18 Pursuant to Rule 502 of the Federal Rules of Evidence, EGC agrees that if any Party produces  
19 material or documents without intending to waive a claim of privilege or confidentiality (the  
20 “Discloser”), the Discloser does not waive any claim of privilege or confidentiality if, within a  
21 reasonable amount of time after the Discloser discovers that such material or documents were  
22 produced, the Discloser notifies all other parties (the “Recipient(s)”) of the inadvertent disclosure of  
23 privileged or confidential items, identifying the material or documents produced and stating the  
24 privilege or confidentiality provision asserted. Mere failure to diligently screen documents before  
25 producing them does not waive a claim of privilege or confidentiality.  
26

27 **H. PRIVILEGE LOGS**

28 EGC agrees to use categorical privilege designations. The parties may utilize any reasoned

method of organizing the documents that will facilitate an orderly assessment as to the appropriateness of withholding documents in the specified category.

EGC agrees that written and oral communications between a party and its counsel after commencement of the action and work product material created after commencement of the action need not be disclosed in any privilege log.

DATED this 7<sup>th</sup> day of November, 2019.

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**CERTIFICATE OF SERVICE VIA CM/ECF**

I hereby certify that on this 7<sup>th</sup> day of November, 2019, I did serve, via Case Management/Electronic Case Filing, a copy of the above and foregoing **ENERGY GROUP CONSULTANTS, INC.'S INDIVIDUAL STATUS REPORT** addressed to:

//S// Teri Jenks

An Employee of ALVERSON

TAYLOR & SANDERS

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